

SOLICITATION, OFFER AND AWARD		1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES
2 CONTRACT NUMBER	3. SOLICITATION NUMBER DTFAWA-10-R-00014	4 TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5 DATE ISSUED 02/16/2010	6. REQUISITION/PURCHASE NUMBER	
7 ISSUED BY Federal Aviation Administration 800 Independence Avenue, SW Washington, DC 20591		8. ADDRESS OFFER TO (If other than Item 7) Federal Aviation Administration, AJA 482, Attn: Rodney Magee, 800 Independence Avenue, SW, Washington, DC 20591			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Room 400 until 2 pm local time 03/01/2010
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals See Section L, Provision No 52 214-7 or 52.215 1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL	A NAME Rodney Magee	B. TELEPHONE (NO COLLECT CALLS)	C E MAIL ADDRESS Rodney.Magee@faa.gov
		AREA CODE 202	NUMBER 267-7699

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OFFER (Must be fully completed by offeror)

NOTE Item 12 does not apply if the solicitation includes the provisions at 52 214-16, Minimum Bid Acceptance Period

12 In compliance with the above the undersigned agrees if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item delivered at the designated point(s) within the time specified in the schedule

13. DISCOUNT FOR PROMPT PAYMENT (See Section I Clause No 52 232 8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO	DATE	AMENDMENT NO	DATE

15A NAME AND ADDRESS OF OFFER OR	CODE	FACILITY	16 NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B TELEPHONE NUMBER AREA CODE NUMBER EXT			17 SIGNATURE
		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE ENTER SUCH ADDRESS IN SCHEDULE	18. OFFER DATE

AWARD (To be completed by Government)

19 ACCEPTED AS TO ITEMS NUMBERED	20 AMOUNT	21 ACCOUNTING AND APPROPRIATION
22 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U S C 2304(c)) <input type="checkbox"/> 41 U S C 253(c) ()	23 SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24 ADMINISTERED BY (If other than Item 7) CODE	25 PAYMENT WILL BE MADE BY CODE	
26 NAME OF CONTRACTING OFFICER (Type or print)	27 UNITED STATES OF AMERICA (Signature of Contracting Officer)	28 AWARD DATE

IMPORTANT: Award will be made on this Form or on Standard Form 26 or by other authorized official written notice

PART I - SECTION B
SUPPLIES/SERVICES & PRICE/COST

B.1 GENERAL

The Offeror shall provide the necessary services to accomplish the requirements set forth in the Statement of Work.

B.2 CONTRACT TYPE

The FAA will award a Firm Fixed Price Contract.

B.2.1 PERIOD OF PERFORMANCE

The period of performance of this contract is from _____ through _____. This contract contains one (1) Base period and three (3) option periods.

B.3 SERVICES TO BE RENDERED AND PRICES

Base Period

Users	Rate	Total
55,000		

Option Period I

Users	Rate	Total
55,000		

Option Period II

Users	Rate	Total
55,000		

Option Period III

Users	Rate	Total
55,000		

- Vendors are to estimate 55,000 individuals for utilization of these services

PART I - SECTION C

SCOPE OF WORK

Statement of Work

C.1 Background: In February 2009, the Federal Aviation Administration (FAA) had a major privacy breach that resulted in the theft of personally identifiable information that could potentially compromise the identity of those 45000+ employees on the rolls in 2006 and current employees. Each affected employee was sent a letter dated February 2009 from the FAA's Chief Information Officer. After the breach occurred the FAA procured credit monitoring services for those affected by the breach (both the 45000 or so employees who were affected by the breach and those 1000-2000 or so employees who were affected but left the agency between 2006 and the present). The services were procured for one year. Recognizing that identity theft is a growing problem, the FAA decided to expand the level of protection beyond credit monitoring services. This proposed solicitation will procure total identity protection and restoration, and offer it to all employees. This statement of work supports this decision.

C.2 Purpose: The purpose of the Statement of Work (SOW) is to obtain identity theft protection services for FAA employees. The identity theft protection will be applied to "all those who are FAA employees during the period of performance, and also to those FAA employees affected by the February 2009 breach who are no longer employees of the FAA". (When the word "employee" or "FAA employee" is used going forward it refers to the category defined in quotes above) The FAA currently has more than 48000 full time and part time employees, so the procurement would most likely apply to 50000 or so FAA employees and ex-employees.

A. The Offeror will provide ongoing services to support all needs and requirements for the FAA and its employees for the performance period for this proposed contract. The period of performance will be for a one-year base period and three one year option periods.

B. Requirements: The services must include:

1. **Enrollment Services:** The Offeror must provide a system where all the employees who have been found to be eligible to participate are automatically enrolled and qualified for the program. The Offeror will provide each employee the option of participating in the identity monitoring service (described under paragraph C2). The Offeror will also allow each employee to receive all the benefit of fully managed identity theft recovery (described under paragraph C3) if needed. The Offeror will be provided a list of all participating employees of the FAA which they will use to manage the enrollment process as stated above. All employees, regardless of their decision to participate in the identity monitoring service, will be qualified to receive the fully managed identity theft recovery program at any time during the contract period.
2. **Identity Monitoring Service:** The Offeror shall provide a comprehensive identity monitoring service for all employees who choose to participate in receiving this

benefit. At a minimum, the identity monitoring service must contain the following components:

- a. **Identity Monitoring Services:** The Offeror must provide a web based identity monitoring service that will take and utilize unique identification points for each employee (name, address, DOB, SSN, financial account information, driver's license, mother's maiden name) and then search for matching data across the World Wide Web. Any matching results must be reported back to the employee via a web based alert system. Data points searched during this process must include identified web sites and chat rooms where identity thieves are suspected or known to exchange this data for financial gain. These searches must be completed on an ongoing basis each day.

If, after each month of search activity, no matching data points are detected, the employee must receive an electronic message from the contractor alerting them to this fact so they are aware that searches are being completed.

- b. **Personal Identity Theft Expense Reimbursement Policy:** As a component of the employee product, the Offeror shall provide each participating employee with a \$30,000 personal identity theft expense reimbursement policy. This policy shall cover expenses associated with an identity theft event. Such cost can include loss wages, legal costs, mailing services, notary fees and other expenses associated with the recovery of an identity from a theft event. There should be no deductible associated with the policy.
- b. **Customer Service Support:** All participating employees must receive access to a 1-800 or similar free number staffed by trained customer service representatives based in the United States. These employees will have unlimited call access to this team of customer service agents who will respond to all inquiries related to the identity monitoring service, the enrollment process, identity theft concerns, processes for opting out of junk mail, processes for receiving a free credit report annually from each credit bureau, and any other question or concern raised by the employee as it relates to management of their identity. The Offeror will provide Customer Service Representatives available by phone Monday through Friday (excluding national holidays) between 9 A.M. and 8 P.M. Eastern Standard Time.
- d. **Participating Employees Website Access:** The Offeror will provide each participating employee with access to a employee only website which will contain educational materials related to identity theft and protection of identities. The website must also contain contact information if the participating employee believes they have been the victim of identity theft.
- e. **Credit Report Access:** The Offeror's staff and customer service team will provide each participating employee the necessary steps in and assist with (if

required) accessing their free credit report annually from each major credit bureau (Experian, Equifax, Transunion).

- f. **Fully Managed Identity Theft Restoration Services:** Each FAA employee eligible for this benefit, where enrolled in the identity monitoring service or not enrolled, will have access to fully managed identity theft restoration services. These services and the required components of the service are described in the next section of this document.

C.3 Fully Managed Identity Theft Restoration Services: The Offeror shall provide an identity theft restoration process for any employee of the eligible population that has their identity compromised or stolen during the contract period. The Offeror will assign a dedicated identity recovery advocate to the FAA employee requiring identity theft restoration.

The Offeror must employ all means necessary to restore the impacted employee's identity to the status experienced prior to the identity theft event. Once this process is complete, the contractor must provide three years of additional coverage during which time if the employee experiences another identity compromise associated with the original theft, they will again receive the fully managed restoration benefit.

Once an employee's identity theft event has been completed and they are restored to pre-theft status, the Offeror will provide the FAA Administration with an analysis of the identity theft event which will determine how likely it is that the identity theft was caused by the data breach experienced by the FAA in February 2009 or later major breaches affecting more than 700 employees.

The specific service model utilized by the Offeror to accomplish a fully managed recovery in the event an employee identity is stolen will reflect the following steps:

- a. Offeror will notify the three major credit bureaus, and the employee's affected creditors, financial institutions, and utility providers if there has been an ID Theft Event. Provide assistance with filing a Police Report, if direction or discussion with law enforcement regarding the need and use of the report is requested.
- b. Offeror will provide fraud alerts to the three major credit bureaus requesting that a fraud alert be placed on the employee's credit files and affected credit accounts where there has been an ID Theft Event.
- c. Offeror will notify merchants who are impacted by the ID Theft Event that a fraudulent transaction occurred.
- d. Offeror will collect information regarding misuse of the employee's accounts in order to document the case file, prepare correspondence, deliver required documentation to all interested parties, and ultimately to receive documentation that the fraudulent transaction has been expunged from the employee's record.

- e. Offeror will create and maintain a case file to document the ID Theft Event. This case file is important to establish the facts surrounding the ID Theft Event, and to establish the employee's rights as a victim. This case file may include contact information for the employee, details of the case as provided by the employee, notes from contacts made on behalf of the employee, responses from entities involved in the cases, and pertinent documentation, including an Identity Theft Affidavit, Declaration of Fraud, Limited Power of Attorney Authorization, Police Report, and other applicable documents as required by individual circumstances.
- f. The Offeror will review the employee's credit files with the employee to determine the accuracy of the file and potential areas of fraud.
- g. When fraudulent use of a social security number has occurred, especially in the event of employment fraud, the Offeror will provide assistance with obtaining and reviewing the employee's Social Security Personal Earnings and Benefits Statement.
- h. The Offeror will research and investigate potential damage to employee's identity and make best effort to restore the employee's identity to pre-event status.
- i. The Offeror will provide Employee Service Representatives available by phone Monday through Friday (excluding national holidays) between 9 A.M. and 8 P.M. Eastern Standard Time
- j. The Offeror will provide additional assistance as it might reasonably be able to offer employee on a case by case basis as determined at the Offeror's sole and absolute discretion which may not be known at this time.
- k. When an employee can demonstrate that his/her identity has been compromised or stolen and authorizes the use of a Power of Attorney, the contractor may utilize a Power of Attorney to accomplish these services. A limited power of attorney document will allow the Offeror to act on behalf of the employee and work directly with any impacted organization (credit bureaus, account issuers, account holders, state law enforcement, medical insurance carriers, utility companies, etc) to repair the damage associated with the identity theft event.

C.4. EMPLOYEE QUALIFICATIONS:

- 1. All employees of the contractor to be involved in the identity theft recovery process must have successfully completed the certification program offered by the ACFE (Association of Certified Fraud Examiners) and hold the qualification of Certified Fraud Examiner. A copy of this certification must be submitted with the proposal.

C.5 EMPLOYEE INFORMATION

Offerors cannot use information gathered from FAA personnel for use in any commercial activities, e.g. marketing for additional services.

PART I - SECTION D

PACKAGING AND MARKING

D.1 PACKING AND MARKING

All deliverables under this contract shall be preserved and packaged in accordance with the most economical and best commercial practices to assure delivery at the destination and to prevent deterioration and damage due to shipping, handling and storage hazards.

PART I - SECTION E

INSPECTION AND ACCEPTANCE

E.1 3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

E.2 3.10.4-4 Inspection of Services - Both Fixed-Price & Cost Reimbursement (April 1996)

a) 'Services,' as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge if a fixed-price contract, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount, or if a cost reimbursement type contract, for no additional fee. When the defects in services cannot be corrected by re-performance, the Government may:

(1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and

(2) reduce the contract price, or any fee payable under the contract, to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service, (or if a cost reimbursement contract, reduce any fee payable by an amount that is equitable under the circumstances), or

(2) terminate the contract for default.

PART I - SECTION F

DELIVERIES OR PERFORMANCE

F.1 3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

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<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.1-9 Stop-Work Order (October 1996)

F.2 Monthly Reports

The Contractor must provide monthly progress and status reports to the Contracting Officer and COTR. The Contracting Officer's Technical Representative (COTR) by the last day of each calendar month covering the activities of the previous month. Monthly reports of labor hours used, minutes of meetings attended and work accomplished will be submitted to the COTR. The reports must also include any administrative issues that need to be reported. Additionally, the contractor must provide an estimate of funds consumed and funding remaining within the monthly report.

F.3 Period of Performance

The period of performance shall be as follows:

Base Year	Date of Award through 12 months thereafter
Option Period 1	13 months after date of award through 24 months thereafter
Option Period 2	25 months after date of award through 36 months thereafter
Option Year 3	37 months after date of award through 48 months thereafter

F.4 3.2.4-34 Option to Extend Services (April 1996)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

F.5 3.2.4-35 Option to Extend the Term of the Contract (April 1996)

- (a) The Government may extend the term of this contract by written notice to the Contractor. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed four (4) years and 6 months.

PART I - SECTION G
CONTRACT ADMINISTRATION DATA

G.1 FAA CONTRACTING OFFICER

Contracting Officer:

FEDERAL AVIATION ADMINISTRATION
 Attn: Rodney Magee, Contracting Officer
 800 Independence Avenue, S.W.
 Rm. 402
 Washington, DC 20591
 Phone (202) 267-7699

Contracting Officer's Technical Representative (COTR)

FEDERAL AVIATION ADMINISTRATION
 Attn:

G.2 FAA CONTRACTING OFFICER'S (CO) AUTHORITY

The FAA CO assigned to this contract has the responsibility for ensuring the performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract, and safeguarding the interests of the United States in its contractual relationships. In this regard, the CO is the only individual who has the authority to enter into, administer, or terminate this contract. In addition, the CO is the only person authorized to approve changes to any of the requirements under this contract, and notwithstanding any provision contained elsewhere in the contract, this authority remains solely with the CO. It is the responsibility of the Contractor to contact the CO immediately if there is even the appearance of any technical direction that is or may be outside the scope of the contract. Work not ordered by the CO and/or work outside the scope of the contract shall not be paid by the Government.

The Contractor shall immediately notify the CO for clarification when a question arises regarding the authority of any person to act for the CO under the contract.

G.3 3.10.1-22 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

(a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Technical Representative) to act as his or her authorized representative for contract administration functions, which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents,

order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract

(b) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract

G.4 INTERPRETATION OR MODIFICATION

No verbal statement by any person, and no written statement by anyone other than the Contracting Officer (CO), or his/her authorized representative acting within the scope of his/her authority, shall be interpreted as modifying or otherwise affecting the terms of this solicitation or resulting contract. All requests for interpretation or modification shall be made in writing to the CO.

G.5 PROCEDURES FOR SUBMISSION OF INVOICES

The Contractor shall submit invoices no more frequently than monthly. The Contractor shall place the following statement on each invoice, signed by an authorized company representative:

“This is to certify that the services set forth herein were performed during the period stated, and that incurred costs billed were actually expended.”

Signature of Contractor's Authorized Representative

Date of Invoice

The invoice package shall include a properly completed commercial invoice. For each invoice submitted for payment, the contractor must include the contract number, invoice number, and the Project Data and Accounting Information for each contract line item number (CLIN) contained in the instant request for payment. Project Data and Accounting Information is included for each contract line item number (CLIN) in the schedule for equipment and/or services in the award document. If the Project Data and Accounting Information is the same for all CLIN's, the contractor may capture the data only once on the invoice. However, if the Project Data and Accounting Information are different for any of the CLIN's in the award schedule, the contractor must identify the appropriate Project Data and Accounting Information along with the CLIN and CLIN invoice amount for each CLIN, which has different data. Invoices submitted without the benefit of this data will be considered incomplete and may result in rejection of the request for payment. One (1) copy of each invoice, so assembled, shall be delivered to the FAA Contract Specialist, marked “Contracting Specialist's Original Copy,” and three (3) copies of each invoice shall be delivered to the FAA's accounting division, one of which is marked “Accounting Division Original Copy,” in accordance with the FAA billing procedures. Addresses for concurrent distribution are as follows:

Contracting Officer

Federal Aviation Administration
Attn: Rodney Magee, AJA-482
800 Independence Avenue, S.W.
Washington, DC 20591

Accounting Division:

Federal Aviation Administration
Accounts Payable Branch (AMZ-110)
PO Box 25710
Oklahoma City, OK 73125

The Contracting Officer will authorize payments in amounts determined to be allowable in accordance with the Federal Aviation Administration "Contract Cost Principles" at AMS 3.3.2-1.
G.6 CORRESPONDENCE PROCEDURES

To promote timely and effective contract administration, correspondence submitted under this contract shall be subject to the following procedures (except for invoices and deliverable items):

- (a) All correspondence relative to this contract shall be addressed to the Contracting Officer, AJA-48. Correspondence of a technical nature shall include an information copy addressed to the Contracting Officer's Technical Representative (COTR).

PART I - SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

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<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

H.2 RELATIONSHIPS, INTERPRETATIONS, AND MODIFICATIONS

The Contractor shall provide support to the Government by completing work within the Statement of Work and as assigned under this contract. The Contractor shall not provide technical direction or assume the Government's responsibility under any programs. Although the effort under this contract may include recommendations to the Government, specific Government approval and action will be necessary before such recommendations can become effective. The Contractor's efforts shall not be binding on other Government contractors. The Contractor shall not take any action with respect to other contractors that causes any change in their contract scope of work, cost, or scheduling.

No oral statement of any person, and no written statement of anyone other than the Contracting Officer or the COTR, acting within the limits of the authority specified in such designation, shall modify or otherwise affect any provision of this contract.

H.3 EMPLOYEE TERMINATION

(a) Contractor Personnel: The Contractor shall notify the CO immediately whenever an employee performing work under this contract terminates employment. The Contractor shall be responsible for returning, or ensuring that the employee returns all DOT-issued contractor/employee identification and all other DOT property.

(b) Government Personnel: If Government personnel obtain identification cards from the Contractor, the identification cards should be returned upon the completion of assignment or departure from the FAA, whichever comes first. The FAA will establish procedures for controlling Government personnel with access to Contractor's facilities.

H.4 CONFIDENTIALITY OF DATA AND INFORMATION

The Contractor and any consultants in the performance of this contract may have a need for access to and use of various types of data and information in the possession of the Government, which the Government obtained under conditions which restrict the Government's right to use and disclose the data and information, or which may be of a nature that its dissemination or use other than in the performance of this contract, would be adverse to the interests of the Government or other parties. Therefore, the Contractor and any consultants should abide by any restrictive use conditions on such data and not:

- Knowingly disclose such data or information to others without written authorization from the Contracting Officer, unless that data or information has otherwise become available to the public through no action or fault of the Contractor; and
- Use for any purpose other than the performance of this contract that data which bears a restrictive marking or legend, unless such information or data has otherwise fallen into the public domain through no action or fault of the Contractor.

In the event the work required to be performed under this contract requires access to proprietary data of other companies, the Contractor shall obtain agreement from such other companies for such use unless such data is provided or made available to the Contractor by the Government. Two copies of such company-to-company agreements shall be furnished promptly to the Contracting Officer for the Government's information. These agreements shall prescribe the scope of authorized use of disclosure, and other terms and conditions to be agreed upon between the parties thereto. It is agreed by the Contractor that any such data, whether obtained by the Contractor pursuant to the agreement or from the Government shall be protected from unauthorized use of disclosure to any individual, corporation, or organization so long as it remains proprietary.

The Contractor agrees to make employees aware of the requirement to maintain confidentiality of data and/or information, and the necessity to refrain from divulging either the proprietary data of other companies or data that is obtained from the Government to anyone except as authorized. The Contractor shall obtain from each employee, engaged in any effort connected with this contract, an agreement, in writing, which shall in substance provide that such employee will not, during his/her employment by the Contractor, or thereafter, disclose to others or use for his/her own benefit of any individual, any trade secrets, confidential information or proprietary/restricted data (to include Government "For Official Use Only") received in connection with the work under this contract unless such information otherwise falls in to the public domain through no action or fault of the Contractor or employee.

The Contractor agrees to hold the Government harmless and to indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of third party data or software by the Contractor, its employees, consultants, or other agents of any kind.

The Contractor agrees to include to the substance of this provision in all subcontracts, including consultant and lecturer subcontracts, awarded under this contract. The Contracting Officer will

consider case-by-case exceptions from this requirement for individual subcontracts in the event that (1) the Contractor considers the application of the prohibitions of this provision to be inappropriate and unnecessary in the case of particular subcontract; (2) the subcontractor provides a written statement affirming absolute unwillingness to perform absent some relief from the substance of this prohibition; (3) use of an alternate subcontract source would unreasonably detract from the quality of effort; and (4) the Contractor provides the Contracting Officer timely, written, advance notice of these and any other extenuating circumstances.

Except as the Contracting Officer specifically authorizes in writing, upon completion of all work under the contract, the Contractor shall return all data and information obtained from the Government, including all copies, modification, adaptations, or combinations thereof, to the Contracting Officer. Data obtained from other companies shall be disposed of in accordance with the Contractor's agreement with that company, or, if the agreement makes no provision for disposition, shall be returned to that company. The Contractor shall further certify in writing to the Contracting Officer that all copies, modifications, adaptations, or combinations thereof of data or information, which cannot reasonably be returned to the Contracting Officer (or to a company) have been deleted from the Contractor's (or subcontractor's) records and destroyed. These restrictions do not limit the Contractor's (or subcontractor's) right to use and disclose any data or information obtained from other sources without restriction.

Work performed under this contract may involve access to information (including but not limited to specifications, engineering requirements, cost estimates, and other sensitive data) relating to but in advance of acquisition actions. Consequently, the Contractor (including individual employees) shall not release or communicate any such information, whether oral or written, to any person except FAA personnel; employees of the Contractor with a "need to know"; and such other personnel as may be designated in writing by the Contracting Officer.

H.5 FEDERAL HOLIDAYS OBSERVED

Working hours scheduled shall observe Federal Holidays as follows:

New Year's Day	Labor Day
Martin Luther King's Day	Columbus Day
Washington's Birthday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day (July 4 th)	Christmas Day

When one of the above-designated holidays falls on a Sunday, the following Monday will generally be observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday is generally observed as a holiday.

H.6 NON-PERSONAL SERVICES

The Contractor agrees that this is a non-personal service contract. For the purposes of the contract the Contractor is not, nor shall it hold itself out to be, an agent or partner of, or joint

venture with, the Government; and that the Contractor shall neither supervise, nor accept supervision from, Government employees.

No personal services shall be performed under this Contract. No contractor employee will be directly supervised by the Government. All individual contractor assignments and daily work direction shall be given by the applicable contractor supervisor. If the contractor believes that any Government action or communication has been given that would create a personal services relationship between the Government and any contractor employee, the contractor shall promptly notify the Contracting Officer of this communication or action.

The contractor shall not perform any inherently governmental functions under this contract. No contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications (including meetings participation) with third parties in connection with this contract, contractor employees shall identify themselves as contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the contractor employee shall state that they have no authority to in any way change the contract.

H. 7 3.7-1 Privacy Act Notification (October 1996)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations (49 CFR Part 10). Violation of the Act may involve the imposition of criminal penalties

H.8 3.7-2 Privacy Act (October 1996)

(a) The Contractor agrees to--

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations (49 CFR Part 10) issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies--

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c) (1) 'Operation of a system of records,' as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) 'Record,' as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) 'System of records on individuals,' as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

PART II - SECTION I CONTRACT CLAUSES

I 1. 3.1-1 **Clauses and Provisions Incorporated by reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwritc.faa.gov> (on this web page, select "Search and View Clauses").

3.1.7-2	Organizational Conflicts of Interest (August 1997)
3.1.7-6	Disclosure of Certain Employee Relationships (October 2006)
3.1.8-1	Cancellation, Recission and Recovery of Funds for Illegal or Improper Activity (September 2000)
3.1.8-2	Price or Fee Adjustment for Illegal or Improper Activity (September 2000)
3.2.2.7-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (February 2009)
3.2.2.7-8	Disclosure of Team Arrangements (April 2008)
3.2.5-1	Officials Not to Benefit (April 1996)
3.2.5-3	Gratuities or Gifts (January 1999)
3.2.5-4	Contingent Fees (October 1996)
3.2.5-5	Anti-Kickback Procedures (October 1996)
3.2.5-8	Whistleblower Protection for Contractor Employees (April 1996)
3.2.5-13	Contractor Code of Business Ethics and Conduct (July 2008)
3.2.5-14	Display of Hotline Poster(s) (April 2008)
3.3.1-1	Payments (April 1996)
3.3.1-11	Availability of Funds for the Next Fiscal Year (April 1996)
3.3.1-17	Prompt Payment (September 2009)
3.3.1-33	Central Contractor Registration (January 2008)
3.3.1-34	Payment by Electronic Funds Transfer- Central Contractor Registration (February 2009)
3.4.2-8	Federal, State, and Local Taxes - Fixed Price Contract (April 1996)
3.5-16	Rights in Data - Special Works (January 2009)
3.6.2-2	Convict Labor (April 1996)
3.6.2-9	Equal Opportunity (August 1998)
3.6.2-39	Trafficking in Persons (January 2008)
3.6.3-11	Toxic Chemical Release Reporting (April 2008)
3.6.3-16	Drug Free Workplace (February 2009)
3.6.4-10	Restrictions on Certain Foreign Purchases (April 1996)

3.9.1-1	Contract Disputes (November 2002)
3.9.1-2	Protest After Award (August 1997)
3.10.1-7	Bankruptcy (April 1996)
3.10.1-12	Changes - Fixed-Price (April 1996)
3.10.1-25	Novation and Change-Of-Name Agreements (October 2007)
3.10.2-1	Subcontracts (Fixed-Price Contracts) (April 1996)
3.10.6-1	Termination for Convenience of the Government (Fixed Price) (October 1996)
3.10.6-4	Default (Fixed-Price Supply and Service) (October 1996)
3.13-3	Printing/Copying Double-sided on Recycled Paper (July 2008)
3.13-5	Seat Belt Use by Contractor Employees (January 1999)
3.13-11	Plain Language (July 2006)
3.6.2-38	Certification of Knowledge Regarding Child Labor End Products (July 2007)

I.2 3.1.7-6 Disclosure of Certain Employee Relationships (July 2009)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor. and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

☐ A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

☐ No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

Authorized Representative

Company Name

Date

I.3 3.2.2.3-37 Notification of Ownership Changes (July 2004)

(a) The Contractor (you) must notify FAA in writing within 30 days when you become aware that a change in ownership has occurred or will occur and that the change could affect the value of your capitalized assets in the accounting records, asset valuations, or cause any other cost changes.

(b) You must:

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the Contracting Officer (CO) access to the records on request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of your ownership changes; and

(4) Retain and maintain depreciation and amortization schedules based on the asset records maintained before each ownership change.

(c) You must include the substance of this clause in all subcontracts under this contract with a value exceeding \$1,000,000 and that require cost and price data.

I.4 3.14-2 Contractor Personnel Suitability Requirements (January 2009)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or;

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

Moderate

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information with a transmittal letter referencing the contract number to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400
800 Independence Avenue, S.W., Room 315
Washington, D.C. 20591

Regional and Center Contracts:

["none"]

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause.

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of paragraph (c) of this Clause applies.

(i) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(j) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(k) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(m) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

PART III - SECTION J
LIST OF ATTACHMENTS

J1 – Business Declaration Form

BUSINESS DECLARATION

Tax Identification No _____

- 1 Name of Firm _____
- 2 Address of Firm _____
- 3 a Telephone Number of Firm _____ b Fax Number of Firm _____
- 4 a Name of Person Making Declaration _____
- b Telephone Number of Person Making Declaration _____
- c Position Held in the Company _____
- 5 Controlling Interest in Company ("X" all appropriate boxes)
- ☐ a Black American ☐ b Hispanic American ☐ c Native American ☐ d Asian American
- ☐ e Other Minority (Specify) _____ ☐ f Other (Specify) _____
- ☐ g. Female ☐ h Male ☐ i 8(a) Certified (Certification letter attached) ☐ j Service Disabled Veteran Small Business
- 6 Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
- ☐ a Yes ☐ b No (If "NO," provide the name and telephone number of the person who has this authority) _____

- 7 Nature of Business (Specify all services/products (NAIC)) _____
- 8 (a) Years the firm has been in business _____ (b) No. of Employees _____
- 9 Type of Ownership ☐ a Sole Ownership ☐ b Partnership
- ☐ c Other (Explain) _____
- 10 Gross receipts of the firm for the last three years
- | | |
|-----------------------|--------------------------|
| a 1 Year Ending _____ | b 1 Gross Receipts _____ |
| a 2 Year Ending _____ | b 2 Gross Receipts _____ |
| a 3 Year Ending _____ | b 3 Gross Receipts _____ |
- 11 Is the firm a small business? ☐ a Yes ☐ b No
- 12 Is the firm a service disabled veteran owned small business? ☐ a Yes ☐ b No
- 13 Is the firm a socially and economically disadvantaged small business? ☐ a Yes ☐ b No

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING _____
ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM
AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.

14 a _____ b Date _____

Signature _____

c Typed _____ d Title _____

Name _____

PART IV - SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:
<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

K.2 3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)

K.3 3.2.2.3-2 Minimum Offer Acceptance Period (July 2004)

(a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.

(b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.

(c) We require a minimum acceptance period of 120 calendar days .

(d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph

(c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: _____ calendar days.

(e) We may reject an offer allowing less than the FAA's minimum acceptance period.

(f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:

(1) The acceptance period stated in paragraph (c) of this provision; or

(2) Any longer acceptance period stated in paragraph (d) of this provision.

K.4 3.2.2.3-10 Type of Business Organization (July 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____ [specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____.

(country)

K.5 3.2.2.3-15 Authorized Negotiators (July 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: _____

Title: _____

Phone number: _____

K.6 3.2.2.3-70 Taxpayer Identification (July 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. _____

(d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity
- ☐ Not a corporate entity
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name _____

TIN _____

K.7 3.2.2.7-7

Certification Regarding Responsibility Matters (January 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1) (i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the

Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

K.8 3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

PART IV - SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:
<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.2.2.3-1 FALSE STATEMENT IN OFFERORS (July 2004)**
- 3.2.2.3-11 UNNECESSARILY ELABORATE SUBMITTALS (JULY 2004)**
- 3.2.2.3-13 SUBMISSION OF INFORMATION/DOCUMENTATION/OFFERS (JULY 2004)**
- 3.2.2.3-16 RESTRICTING, DISCLOSING AND USING DATA (JULY 2004)**
- 3.2.2.3-17 PREPARING OFFERS (JULY 2004)**
- 3.2.2.3-18 PROSPECTIVE OFFEROR'S REQUESTS FOR EXPLANATIONS (JULY 2004)**
- 3.2.2.3-19 CONTRACT AWARD (JULY 2004)**
- 3.2.4-31 EVALUATION OF OPTIONS (APRIL 1996)**
- 3.6.1-4 SMALL, SMALL DISADVANTAGED, WOMEN-OWNED AND SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS SUBCONTRACTING PLAN (APRIL 1996)**
- 3.13-4 OFFEROR IDENTIFICATION NUMBER-DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APRIL 2006)**

L.2 3.2.4-1 TYPE OF CONTRACT (APRIL 1996)

The FAA anticipates an award of a firm-fixed price contract resulting from this Screening Information Request.

L.3 3.9.1-3 PROTEST (NOVEMBER 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts must be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and must be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and must apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest must be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals must be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests must be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave , S W ,
Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester must serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest must include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

L.4 MINIMUM OFFER ACCEPTANCE PERIOD

(a) 'Acceptance period,' as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this Screening Information Request (SIR) for receipt of offers.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this SIR.

(c) The Government requires a minimum acceptance period of 120 calendar days.

(d) In the space provided immediately below, offerors may specify a longer acceptance period than the Government's minimum requirement. The offeror allows the following acceptance period: _____ calendar days.

(e) An offer allowing less than the Government's minimum acceptance period may be rejected.

(f) The offeror agrees to execute all that it has undertaken to do, in compliance with its offer, if that offer is accepted in writing within: (1) the acceptance period stated in paragraph (c) of this clause or (2) any longer acceptance period stated in paragraph (d) of this clause.

L.5 EXPENSES RELATED TO OFFEROR SUBMISSIONS

This SIR does not commit the government to pay any costs incurred in the preparation of any submission or conducting any demonstrations, tests or in making necessary studies or designs for the preparation thereof or to acquire or contract for any services.

L.6 NUMBER OF AWARDS

The Government anticipates awarding one contract resulting from this solicitation. Should it decide to do so, the Government reserves the right to not make an award.

L.7 FALSE STATEMENTS

Proposals must set forth full, accurate, and complete information as required by this solicitation, including attachments. The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

L.8 RESPONSIBILITY DETERMINATION

Contract award will be made only to an offeror determined by the Contracting Officer to be responsible in accordance with M.2(g).

L.9 COMMUNICATIONS WITH OFFERORS

The government may, at any time, communicate with offerors on an individual basis to explain or clarify particular aspects of the competition, to negotiate as appropriate the terms and conditions of the proposed contract, or to seek clarification of offerors' submissions. Offerors should provide in their submissions a Point of Contact (POC), both voice and facsimile telephone numbers, and e-mail addresses for this purpose. The corresponding government information is:

POC: Rodney Magee, Contracting Officer, AJA-482
 Telephone: (202) 267-7699
 FAX: (202) 267-5142
 E-mail: rodney.magee@faa.gov

Any questions should be submitted electronically to the Contracting Officer, Rodney Magee, rodney.magee@faa.gov, no later than 2:00 pm, Eastern Time, 02/22/2010. FAA responses to questions will be posted to the FAA Contract Opportunities website. Offerors must only rely upon those responses provided by either the Contracting Officer or Contract Specialist.

L.10 PROPOSAL FORMAT AND SUBMISSION INSTRUCTIONS

L.10.1 Proposal Presentation

- (a) Offerors' responses to this solicitation must complete Section B (pricing), demonstrate compliance with the Sec. M.3 Mandatory Requirements. Offerors must support their proposed prices for the required proposal with their prices. Proposals are limited to 50 pages.
- (b) Binding and Labeling - A binder cover sheet must be affixed to each volume, which clearly identifies each volume, volume number, Solicitation number and identification, and offeror's name. Volume number must appear on the edge of the binder to allow for rapid identification when placed in a vertical position in a storage cabinet. All documentation must be three-hole punched and assembled in three-ring binders. If material for a volume requires more than one binder (book), then that volume must be labeled with the name and number of the volume and book number, if any, i.e., Volume I, Technical Proposal, Book 1 of 2.

(c) Proposals submitted shall be formatted in accordance with the instructions provided in this section. Vendors shall furnish proposals in paper versions. Paper proposals shall be separately bound volumes in the quantities specified below.

Volume 1 – Pricing/Business Proposal – (Paper: 1 Original; 3 Copies)

Volume 2 – Technical Proposal – (Paper: 1 Original; 3 Copies)

(d) Indexing - Tab indexing must be used to identify all proposal sections and parts. Each volume must be organized such that an extensive search of the proposal is not necessary for its review. Information not in its appropriate section and not appropriately referenced may be assumed to have been omitted. Blank tabs do not count toward page limitations.

(e) Page Size, Font, Spacing and Page Numbering - Page size must be 8-1/2 by 11 inches. Pages must be consecutively numbered. The font size must not be less than 12-point with single line spacing.

L.10.2 QUESTIONS -- Any questions or clarification concerning any aspect of the SIR will be prepared in writing. Questions must make reference to the applicable section of the SIR. The Contracting Officer will compile Offeror's SIR questions and FAA responses. The compilation of questions and responses will be communicated to all Offerors. Offerors' questions and FAA responses may form the basis of an amendment to the SIR.

Questions must be submitted to the Contracting Officer, Rodney.Magee@faa.gov no later than **2:00 PM, Eastern Standard Time on 02/22/2010**. Questions must be forwarded by electronic messaging format. **TELEPHONIC QUESTIONS AND MAILED QUESTIONS WILL NOT BE ACCEPTED.**

L.10.3 Time, Date, Place, and Submission of Proposals

a. ADDRESS – Proposals must be sent to the Contracting Specialist at the following address:

Rodney Magee, AJA-482, Room 400
Federal Aviation Administration
800 Independence Avenue, S.W.
Washington, DC 20591

b. TIME AND DATE - Complete proposals must be received by the Contracting Officer by **2:00 PM, Eastern Time on 03/01/2010**.

c. SIGNED ORIGINALS – One copy of the proposal must contain the signed original of all documents requiring signature by the offeror. Use of reproductions of signed originals is authorized in all other copies of the proposal. Three(3) copies of the original proposals must be submitted, including a soft copy(ies).

d. PROPOSAL SUBMISSION – Offerors assume the full responsibility of ensuring that proposals are received at the place and time specified above.

- e ALTERNATE PROPOSALS – Offerors must submit only one proposal. Alternate proposals will not be considered.

L.11 VOLUME I - PRICE PROPOSAL

The offeror's Pricing/Business Proposal shall not be page limited. At a minimum the Pricing/Business Proposal shall include the following information.

- a) Authorized Individuals – The offeror shall provide the name, title, telephone number, facsimile Number, and email address for the individual designated as the central point of contact for this proposal.
- b) Terms and conditions – The offeror shall state whether its proposal is in complete compliance with the terms and conditions of the contract.
- c) Assumptions – The offeror shall describe any assumptions used to develop the proposed prices.

All Pricing/Business Proposals must contain

- 1 Solicitation, Offer and Award (SF 33) signed 3 originals
- 2 SIR Section B, Supplies or Services and Prices/Costs
- 3 SIR Section K, Representation, Certifications and Other Statement of Offerors
- 4 Business Declaration – Section J, Attachment 1

L.12 VOLUME II - TECHNICAL PROPOSAL (MANDATORY REQUIREMENTS)

At a minimum the Offerors Technical Proposal shall contain the following

- a Offeror must demonstrate capability to successfully perform in each of the areas identified in Sections C 2 and C 3 and C 4 of the Solicitation.
- b Offeror must demonstrate the capability required in Paragraph a , above, by documenting successful experience in providing these types of services to at least one organization in the United States with at least 10,000 employees. The cited experience must be from contracts that are ongoing currently (for at least the past six months) or successfully completed within the past seven years.

In documenting this experience, the offeror must provide a brief description of each of the contracts, including scope of work, key deliverables and general expertise provided under contracts. The information also must include the contract number, name, address and telephone number of the point of contact/contracting officer, contract type and total dollar value.

- c Offeror must be able to demonstrate an overall success rate of 95% or higher in the restoration of identities to pre-theft status.

d. Offeror must demonstrate that it has been providing these services as a business entity for at least the past five (5) years.

Small Business and Small Disadvantaged Business Subcontracting Plan

- (a) The Offeror shall provide a detailed subcontracting plan that fulfills all requirements contained within AMS 3.6.1-4 entitled: Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plans. The Offeror will ensure their subcontracting plans full address each of the eleven items listed in AMS 3.6.1-4 as being required within an Offeror's subcontracting plan.
- (b) At least forty-five (45) percent of the planned subcontract dollar value shall be allocated to small businesses including:
 - (1) At least ten (10) percent of the total planned subcontract dollar value shall be allocated to small disadvantaged businesses.
 - (2) At least five (5) percent of the planned subcontract dollar value shall be allocated to small women-owned businesses.
 - (3) At least one (3) percent of the total proposed subcontract dollar value shall be allocated to service disabled veterans owned businesses.

These goals shall apply over the full life of the contract, including the base period and each exercised Option Period.

L.13 Post Award Debriefing

Once an award has been made, all offerors who participated in the competitive process will be notified of the award and given three working days from receipt of the award notification to request a debriefing.

L.14 Proprietary Data

Offerors submitting proprietary data must mark them as follows:

- (a) Mark the cover page with the following legend:

This proposal includes data that must not be disclosed outside the Government and must not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of or in

Connection with the submission of this data, the Government must have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to

this restriction are contained in sheets *[insert numbers or other identification of sheets]*.

Mark each sheet of data they wish to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

- (b) The Government assumes no liability for disclosure or use of unmarked data and may use or disclose such unmarked data for any purpose. Unless restricted, information submitted in response to its request may become subject to disclosure to the public pursuant to the provision of the Freedom of Information Act (5 U.S.C. 551).
- (c) The Government assumes no liability for disclosure or use of unmarked data and may use or disclose such unmarked data for any purpose. Unless restricted, information submitted in response to its request may become subject to disclosure to the public pursuant to the provision of the Freedom of Information Act (5U.S.C. 551).

L.15 3.2.2.3-12 Amendments to Screening Information Requests (July 2004)

(a) Offerors (you) must acknowledge receiving amendments to this SIR by the time specified in the SIR for receiving offers by:

- (1) Signing and returning the amendment, or
- (2) Identifying the amendment number and date in the space provided on the form for submitting an offer.

(b) You may send FAA your acknowledgement by letter or by an electronic means if this SIR authorizes electronic offers.

L.16 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)

(a) The FAA (we) will consider an offers received after the time specified for receipt only if we receive it before making an award and --

(1) The offeror (you) sent it by registered or certified mail not later than the fifth calendar day before the date specified for receiving offers (for example, you must have mailed an offer by the 15th in response to a SIR requiring that we receive offers by the 20th);

(2) You sent it by mail or, if authorized by the SIR, by telegram and we determine that we received it late only because of mishandling by the FAA,

(3) You sent it by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. in the time zone from which you mailed it, two working days before the date specified for receiving offers. The term 'working days' excludes weekends and U.S. Federal holidays;

(4) You transmitted it electronically by a method the SIR authorized and the Contracting Officer (CO) received it by 5:00 p.m. in the CO's office on the date specified for receiving offers; or

(5) It is the only offer we received.

(b) Any modification you make to your offer for a reason other than the CO's request is subject to subparagraphs (a)(1), (2), and (3).

(c) We will not consider a modification resulting from the CO's request received after the time and date specified in the request. The exception to this is if we received it before we awarded the contract and we received it late only because we mishandled it;

(d) The U.S. or Canadian postmark is the only acceptable evidence of the date you mailed a late offer or modification sent by registered or certified mail. The postmark must be on the envelope or wrapper and on the original receipt from the U.S. or Canadian postal service. Both postmarks must show a legible date or we will consider the offer to have been mailed late. 'Postmark' means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been applied by the postal service on the date of mailing. Therefore, you should ask the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(e) Our time and date stamp on the wrapper or other documentary evidence of receipt are the only acceptable evidence of when we received it.

(f) The date the post office receiving clerk enters is the only acceptable evidence of the date you mailed a late offer, modification, or withdrawal sent by Express Mail Next Day Service. The postmark must be on the envelope or wrapper and on the original receipt from the postal service. 'Postmark' has the same meaning as in paragraph (d), excluding Canadian postmarks. Therefore, you should ask the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Despite paragraph (a), we will consider a late modification of an otherwise acceptable offer if the modification makes the offer's terms more favorable to the FAA.

(h) You may withdraw your offer by written notice or by any other means specified in this SIR for submitting offers. If the SIR allows electronic offers, this provision is subject to the conditions specified in provision 3.2.2.3-20, □Electronic Offers.' You may withdraw offers in person either directly or through an authorized representative identified to FAA through the procedures in provision 3.2.2.3-77, "Authorizing Agents." We must receive any withdrawal before we award the contract.

PART IV - SECTION M

EVALUATION FACTORS FOR AWARD

M.1 3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:
<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.2.4-31 Evaluation of Options (April 1996)

M.2 BASIS FOR CONTRACT AWARD

The Federal Aviation Administration will make award to the offeror whose proposal is determined to be technically acceptable (meeting the mandatory requirements specified in Section L.12 and Section M.3 of the SIR) and the lowest price. Additionally, the FAA must determine the offeror to be responsible.

- a. The Federal Aviation Administration will make award to the offeror whose proposal is determined to be technically acceptable and lowest price. The Federal Aviation Administration will not make award at a price that it considers out-of-line with the charges typically paid by federal government agencies for comparable services.
- b. While the Federal Aviation Administration's source selection evaluation team and the SSO will strive for maximum objectivity, the source selection process, by nature, is subjective and professional judgment is implicit throughout the entire process. The government reserves the right to award no contract at all, depending on the quality of the proposals submitted and the availability of funds.
- c. The Contracting Officer will review all proposals for completeness and accuracy and adherence to the noted page limitations and the items identified in Sec. L of this solicitation.
- d. Proposals that are unbalanced as to the prices for the basic and option quantities may be rejected.
- e. The Federal Aviation Administration reserves the right to award a contract from initial proposals without entering into discussions with offerors. Offerors are cautioned to submit their best offer with the initial proposal. However, in evaluating the proposals, the Federal Aviation Administration may conduct written or oral communications with any and/or all Offerors. The Federal Aviation Administration reserves the right to conduct discussions and negotiations with any individual competing Offeror, or all competing Offerors, as the situation warrants. Discussions with one or more Offerors does not require discussions with all Offerors.

- f. If at any point during the evaluation of proposals, should the FAA conclude based on information submitted by an Offeror orally or in writing that the Offeror does not have a reasonable chance of receiving an award, then that Offeror may be rendered no longer eligible for award and eliminated from further consideration. Any Offeror eliminated from further consideration will be officially notified in writing.
- g. Prior to the award of any contract, the prospective offeror must also be determined to be responsible. To be determined responsible, a prospective offeror must:
 - Be able to comply with the required or proposed delivery or performance schedule, considering all existing business commitments;
 - Have a satisfactory performance record;
 - Have a satisfactory record of integrity and business ethics; and
 - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
 - The adequacy of the Small Business and Small Disadvantaged Business Subcontracting Plan (SBSDB) are factors in the Contracting Officer's determination of the prospective Contractor responsibility

M.3 EVALUATION CRITERIA (MANDATORY REQUIREMENTS)

- a. Offeror must demonstrate capability to successfully perform in each of the areas identified in Sections C.2 and C.3 and C.4 of the Solicitation.
- b. Offeror must demonstrate the capability required in Paragraph a., above, by documenting successful experience in providing these types of services to at least one organization in the United States with at least 10,000 employees. The cited experience must be from contracts that are ongoing currently (for at least the past six months) or successfully completed within the past seven years.

In documenting this experience, the offeror must provide a brief description of each of the contracts, including scope of work, key deliverables and general expertise provided under contracts. The information also must include the contract number; name, address and telephone number of the point of contact/contracting officer; contract type and total dollar value.

- c. Offeror must be able to demonstrate an overall success rate of 95% or higher in the restoration of identities to pre-theft status.
- d. Offeror must demonstrate that it has been providing these services as a business entity for at least the past five (5) years.

***If a proposal does not demonstrate that the offeror meets the mandatory requirements identified above, the FAA may determine that the proposal should not be considered further for award.**

M.4 Small Business and Small Disadvantaged Business (SBSDB) Subcontracting Plan and Subcontracting Goals

M.4.1. General

- (a) Offerors are hereby notified that the adequacy of a SBSDB Subcontracting Plan is a factor in the Contracting Officer's determination of prospective Contractor's responsibility. If the apparent successful Offeror fails to propose the required subcontracting goals, that Offeror shall be ineligible for award.
- (b) This factor is not applicable to small businesses, therefore, all small and small disadvantaged businesses will receive an acceptable rating for this factor.

The subcontracting plan will be rated by the Contracting Officer as either Acceptable or Unacceptable and will not be numerically scored. The evaluation factors will be assigned an adjectival rating as follows:

- (a) **Acceptable** – Proposed goals meet or exceed SIR-established subcontracting goals.
- (b) **Unacceptable** – Offeror fails to propose goals, or proposed goals do not meet SIR-established subcontracting goals.

M.5 PRICE

The proposal will be priced on a yearly basis in accordance with Sec. B of the solicitation. Price will be evaluated inclusive of the entire performance period (base and option periods) identified in Sec. B. However, the Federal Aviation Administration is not obligated to exercise its option for performance for any period beyond the base period.